

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF WEST VIRGINIA
AT BECKLEY**

JUSTICE FAMILY FARMS LLC,

Plaintiff,

v.

CIVIL ACTION NO. 5:11-0426

GUESS IRRIGATION COMPANY, LLC

Defendant.

AFFIDAVIT OF JAMES C. JUSTICE, III

Comes now the Affiant, James C. Justice, III, after having been duly sworn, and for his affidavit states as follows:

1. My name is James C. Justice, III and I make this Affidavit on personal knowledge.

2. I am the Executive Vice President of Justice Family Farms LLC, a West Virginia limited liability company with its principal place of business in Beckley, West Virginia, whose only member is a citizen of West Virginia.

3. In January 2011, Steve Ball, General Counsel for Justice Family Farms, and I met with a representative of Guess regarding the construction of an irrigation system at Catfish Bay Farm, a farm operated by Justice Family Farms and located in Dillon and Marlboro Counties, South Carolina.

4. We met in Beaver, West Virginia. The meeting lasted for about 1 hour.

5. Even though an agreement was not reached on that day, during the meeting we did reach an agreement as to pricing, and we discussed several key terms of the proposed project and contract with Guess, including pricing, timing, and assurances by Guess that it would

supervise and coordinate all aspects of the construction. Timing was a significant term of the contract for us. During the meeting, I made it very clear to Guess that Guess had to meet an April 1, 2011 deadline or otherwise the system was of no use to us.

6. Prior to the meeting, I was involved in negotiations of the contract through emails with representatives of Guess. I participated in these emails from our West Virginia location.

7. Negotiations continued after the meeting, often by telephone. I participated in telephone calls with Guess from our office in Beaver. On one occasion, Steve and I participated in a conference call with Guess, during which Steve and I were at our office in Beaver.

8. The negotiations following our meeting in West Virginia ultimately resulted in a contract between Justice Family Farms and Guess.

9. Guess sent the contract to me in West Virginia for my signature. I signed the contract in West Virginia.

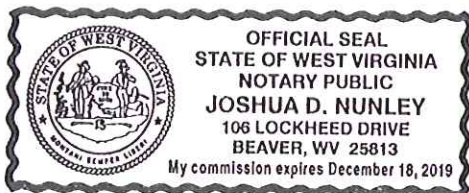
10. Guess' breach of this contract has resulted in substantial damage to Justice Family Farms.

Further, Affiant sayeth naught.



JAMES C. JUSTICE, III

Subscribed, sworn to and acknowledged before me by James C. Justice, III, on this the 5th day of August, 2011.



NOTARY PUBLIC

My Commission Expires: 12-18-2019